



## RIGHT TO SHOW and LEASE CONTRACT

*THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.*

**1. OWNERSHIP OF PROPERTY AND POWER TO SIGN CONTRACT.**

I am the "Owner" of the property located at \_\_\_\_\_,  
In the (City) of \_\_\_\_\_, County of \_\_\_\_\_,  
State of South Carolina, ("the Property") and all complete legal authority to lease the Property. I have not entered into any other agreement, which would affect the lease of the Property; except as follows:

By the Beach Properties (BTB Inc.), has the right to show and lease on a per client basis the above referenced property. This agreement is not an exclusive right to show listing but a per client basis Right to Show and Lease Agreement. Landlord maintains the right to continue marketing and lease the property during the life of this agreement. If the Broker finds a tenant during the life of this agreement the landlord "Owner" agrees to the following.

**2. LIFE OF CONTRACT.**

This Contract begins on \_\_\_\_\_, 20\_\_\_\_  
and expires at midnight on \_\_\_\_\_, 20\_\_\_\_.  
However, if I lease the Property on my own after this Contract ends (the "Effective Period") to a person who was shown the property by By the Beach Properties (BTB Inc.) Broker or Agent, or anyone else during the life of this Contract, I will pay Broker the same commission agreed to in Paragraph 4 of this Contract. I will not owe any commission to Broker or Agent if such lease occurs during the life of another contract I enter into after this Contract ends.

**3. RIGHT TO LEASE.**

I hereby hire By the Beach Properties (BTB Inc.) (Broker or Agent) to lease the Property and I hereby grant to Broker or Agent the Right To Lease the Property for a rent of \$ \_\_\_\_\_  
per \_\_\_\_\_ or any other rent that I may later agree to, and upon such terms and conditions as I may agree to.

**4. PAYMENT TO BROKER.**

I will pay Broker a commission equal to one month gross annual rent for the Property, or \$ \_\_\_\_\_.  
In utilizing sub-agency as described in #7 below, the owner will be liable for only one commission.

**5. PAYMENT OF COMMISSION.**

I agree to pay to Broker or Agent the commission set forth in Paragraph 4 on the actual "execution of lease date" or when I sign a lease for the Property. Broker or Agent has earned the commission when I am provided with a written lease agreement which meets the price and other conditions I have and when I sign a lease for the Property. At the execution of the lease agreement of the Property, By the Beach Properties (BTB, Inc.) is authorized to pay to Broker or Agent the commission agreed to in Paragraph 4.

**6. SUBMISSION OF OFFERS TO LEASE.**

By the Beach Properties (BTB Inc.) agrees that any offers to lease the Property shall be will submitted.

**7. AUTHORIZATION REGARDING OTHER BROKERS.**

I authorize Broker or Agent to cooperate with other brokers, including brokers who represent prospective tenants (with the understanding that such "brokers" will be representing only the interests of the prospective tenant), to appoint subagents, and to divide with other licensed brokers such compensation



in any manner acceptable to Broker. I understand and agree that if the commission provided for in Paragraph 4 is divided, it will be divided as follows: As desired by By the Beach Properties (BTB Inc.)

**8. DUTIES OF BROKER AND OWNER.**

Broker/Agent will bring all offers to lease the Property to me. I agree to cooperate with Broker in showing the Property to possible tenants at any reasonable hour. I agree that Broker may photograph the Property listed for lease.

INT \_\_\_\_\_

**9. MULTIPLE LISTING SERVICE.**

I authorize Broker/Agent to submit the information contained in this listing agreement and the applicable South Carolina Board of REALTORS®. Property Data Form relating to the Property to the Multiple Listing Service of the Coastal Carolina Association of Realtors,(MLS). Broker will submit such information to the MLS.

INT \_\_\_\_\_

**10. FOR RENT SIGN.**

I authorize the Broker/Agent to install a “for rent” sign on the Property:  Yes  No

**11. LOCKBOX.**

I authorize the Broker/Agent to use a lockbox.  Yes  No I understand that neither Broker/Agent, any cooperating broker, the Coastal Carolina Board of Realtors, nor its MLS shall be responsible for any theft, loss or damage attributed to the use of a lockbox: Lockbox Location \_\_\_\_\_

**12. FAIR HOUSING.**

I understand that the listing and lease of the Property must be in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, creed, color, religion, national origin, sex, familial status, age or disabilities.

**13. RENEWAL AND MODIFICATION OF CONTRACT.**

I may extend the life of this Contract by signing a renewal agreement. If I renew this Contract, Broker/Agent will notify MLS of the renewal. All changes or modifications of the provisions of this Contract must be made in writing, signed by Owner(s) and Broker.

**14. OWNER’S AUTHORIZATION AND OBLIGATION.**

I understand that in order to facilitate the lease of said Property, I hereby authorize the Broker/Agent to make and use photographs of said Property, grant the Broker exclusive “for lease” sign privilege on said Property, consent that said Property may be shown at any reasonable hour. I understand that by providing the Broker/Agent with a key and/or lockbox to the Property does not in any way make the Broker/Agent the custodian of said Property or responsible therefore.

**15. MARKETING ACTIVITY.**

Broker/Agent will undertake to provide a ready, willing and able tenant and in order to do so will engage in marketing activity which may include advertising, showing of listed premises and/or the conduct of open houses.

**16. TERMINATION.**

I understand that if I terminate the Listing Broker’s authority prior to the expiration of its term, the Listing Broker/Agent shall retain its contract rights to a commission and recovery of advertising expenses and any other damages associated with a qualified prospective tenant incurred by reason of my early termination of this agreement.



**17. ATTORNEY'S FEES.**

In any action, proceeding or arbitration arising out of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**18. PETROLEUM STORAGE.**

There is/are petroleum storage tank(s) on the property. [ ] yes [ ] no [ ] unknown

**19. SMOKE ALARM.**

As the owner(s), I should be aware that Law of South Carolina, states that a smoke alarm must be present and in working order.

**20. DEFINITIONS.**

The following explanation of definitions is offered in compliance with Regulation the Real Property Law.

**EXPLANATION:**

A "Right to Show and Lease" listing means that if you, the Owner of the Property finds a tenant, you are not obligated to pay the agreed commission to the present Broker.

I have read and understand the definitions stated above:

\_\_\_\_\_ (owner initials) \_\_\_\_\_ (owner initials)

**21. ENTIRE AGREEMENT.**

I have read and understand this agreement and do hereby acknowledge receipt of a copy thereof. Furthermore, this agreement shall be binding upon the parties hereto:

**RESPONSIBILITY OF OWNER(S) UNDER THIS CONTRACT:**

All owners must sign this Contract as owner. Each person is fully responsible for keeping the promises made by the owner.

Date Signed: \_\_\_\_\_ X \_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Print Name

Date Signed: \_\_\_\_\_ X \_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Print Name

Date Signed: \_\_\_\_\_ X \_\_\_\_\_  
Sales Person or Broker/Agent Signature

\_\_\_\_\_  
Print Name